

SECTION XVI

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

- 16.1 Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this MOU.
- 16.2 Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs as a cost to that Participant over and above that Participant's financial contribution under this MOU.

SECTION XVII

SETTLEMENT OF DISPUTES

Disputes between the Participants arising under or relating to this MOU or any of its PAs will be resolved only by consultation between the Participants and will not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

SECTION XVIII

AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION

- 18.1 All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations. The obligations of the Participants will be subject to the availability of funds for such purposes.
- 18.2 In the event of a conflict between a Section of this MOU and any Annex to this MOU or subsequently established PAs or arrangements under this MOU, the MOU will take precedence.
- 18.3 This MOU, or PAs to this MOU, may be amended by the mutual written consent of the Participants.
- 18.4 This MOU, or any PA to this MOU, may be terminated at any time upon the mutual written consent of the Participants. In the event both Participants consent to terminate this MOU, or any PA to this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable provisions. Termination of this MOU will result in the termination of all PAs to this MOU.
- 18.5 Either Participant may terminate this MOU, or any PA to this MOU, upon 180 days written notification of its intent to terminate to the other Participant. Such notice will be the subject of immediate consultation by the SC to decide upon the appropriate course of action to conclude the activities under this MOU or any PA. In the event of such termination, the following rules apply:
- 18.5.1 The Participants will continue participation, financial or otherwise, up to the effective date of termination.
- 18.5.2 Except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own project-related costs associated with termination of the PA. For Contracts awarded on behalf of both Participants, the terminating Participant will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate; in no event, however, will a terminating Participant's total financial contribution, including Contract termination costs, exceed that Participant's Total Cost Ceiling for financial contributions as established in Section V (Financial Provisions).
- 18.5.3 All Information and rights therein received under the provisions of this MOU or any PA prior to the termination, will be retained by the Participants, subject to the provisions of this MOU.

18.6 The respective rights and obligations of the Participants regarding Section VIII (Equipment and Material Transfer), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information, Section XII (Security), Section XIII (Third Party Sales and Transfers), Section XIV (Liability and Claims), Section XVII (Disputes), and this Section XVIII (Amendments; Termination, Entry into Effect, and Duration) will continue to apply notwithstanding termination or expiration of this MOU or any of its PAs.

18.7 This MOU, which consists of eighteen (18) Sections and three (3) Annexes, will come into effect on the date of last signature and will remain in effect for twenty (20) years unless terminated by either Participant. It may be extended by the written mutual determination of the Participants.

The foregoing represents the understandings reached between the Department of Defense of the United States of America and the Department of Defence of Australia upon the matters referred to herein.

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA

Signature

Craig D. Hunter

Name

Deputy Assistant Secretary of the Army
for Defense Exports and Cooperation

Title

1 AUG 2005

Date

Washington, DC

Location

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA:

Signature

Shireane McKinnie

Name

HEAD ELECTRONIC AND
WEAPON SYSTEMS DIVISION

Title

1 September 2005

Date

CANBERRA, AUSTRALIA

Location

ANNEX A

MODEL PROJECT ARRANGEMENT (PA)

TM PA NUMBER - (TM-XXXX*)

UNDER THE

U.S. DOD - ADOD

TACTICAL MISSILE DESIGN, DEVELOPMENT, TEST AND EVALUATION

MEMORANDUM OF UNDERSTANDING (MOU)

DATED

CONCERNING

(FULL DESIGNATION OF THE PROJECT)

***The U.S. DoD will assign the Project Arrangement number.**

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(At a minimum, a PA should include the above sections. If additional topics need to be addressed, sections, annexes, or special provisions should be included as necessary and appropriate.)

INTRODUCTION

This Tactical Missiles (TM) Project Arrangement (PA) is entered into pursuant to the MOU between the Department of Defense of the United States of America (U.S. DoD) and the Department of Defence of Australia (ADOD) concerning Collaboration on Tactical Missile Design, Development, Test and Evaluation, which came into effect on (date).

SECTION I

DEFINITIONS

(Define only those terms used in this PA that have not been defined in the MOU.)

SECTION II

OBJECTIVES

The objectives of this _____ PA are:

- a. The development of _____
- b. The improvement of _____

SECTION III

SCOPE OF WORK

The following work will be undertaken under this PA.

- a. Develop _____
- b. Evaluate _____
- c. Design, fabricate and test _____

SECTION IV

SHARING OF TASKS

The sharing of tasks will be as follows:

- a. The U.S. DoD will _____
- b. The ADOD will _____
- c. U.S. DoD and ADOD will jointly _____

SECTION V

BREAKDOWN AND SCHEDULE OF TASKS (OPTIONAL)

(Use this format when the tasks covered under this project may be performed using multiple phases, requiring milestones or decision points.)

The project will proceed according to the following phases and schedule. Note that national priorities may pre-empt mutually determined schedules in PAs.

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Description of Phase 1	DD/MMM/YYYY	DD/MMM/YYYY

(Milestone 1) (e.g., Transmittal of Feasibility Report)

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2	DD/MMM/YYYY	DD/MMM/YYYY

(Milestone 2) (e.g., Decision to proceed to Phase 3)

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3	DD/MMM/YYYY	DD/MMM/YYYY

(Milestone 3) (e.g., Evaluation, analysis of results)

(Add as many phases as necessary.)

The final report must be transmitted to the SC six months before the termination date for this PA.

SECTION VI

MANAGEMENT

1. Project Manager:

PM Title/Position _____

Organization _____

Address _____

DPM Title/Position _____

Organization _____

Address _____

2. Project Offices will be established in _____ (*Name of U.S. location*)
and in _____ (*Name of AS location*). (*The management structure
and names, position, organization and address of key personnel*)

3. Particular Management Procedures:

*(Mention only those additional management responsibilities not covered under
Section IV (Management) of the MOU.)*

SECTION VII

FINANCIAL PROVISIONS

The Cost Ceiling for the performance of the tasks under this PA is U.S. \$ _____.

Cooperative efforts of the Participants over and above the mutually determined tasks set forth in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL PROVISIONS Sections will be subject to amendment to this PA or signature of a new PA.

(If a PA will involve the assignment of CPP, the PA will include a provision that refers to paragraphs 5.6 – 5.9 of the MOU, identifies which Participant is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, the PA will include the amount of financial and non-financial contribution related to CPP in one of the two alternatives below in this section.)

(If a PA will not involve one Participant contracting for the other or both Participants, and no funds will be exchanged between the Participants, use the following format for the Financial Arrangements. Both financial and non-financial contributions should be included in the total U.S. DoD and ADOD costs.)

Alternative 1

The U.S. DoD tasks will not cost more than: _____ U.S. \$ or AS Dollars.

The ADOD tasks will not cost more than: _____ U.S. \$ or AS Dollars.

Or:

(If a PA will involve one Participant contracting for the other Participant or both Participants, or the Participants will transfer or exchange funds between them, use the following format for the Financial Arrangements.)

Alternative 2

(Cost of performance includes Financial and Non-financial Costs.)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
U.S. DoD						
ADOD						

(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial contributions and identify the amount of funds to be transferred between the Participants, as well as the rate of currency exchange.)

(The Financial Management Procedures Document (FMPD) should be developed by the PMs and submitted to the SC (if appropriate) for approval. The FMPD should include, as a minimum, schedule, handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)

SECTION VIII

SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS
(OPTIONAL)

(Insert any special disclosure and use of information provisions unique to the PA.)

SECTION IX

CLASSIFICATION

(Only one of the three following possibilities must be selected:)

- a. No Classified Information will be exchanged under this PA;
- b. The highest level of Classified Information exchanged under this PA is CONFIDENTIAL; or
- c. The highest level of Classified Information exchanged under this PA is SECRET.

The existence of this PA is [Insert classification] and its contents are [Insert classification].

SECTION X

PRINCIPAL ORGANIZATIONS INVOLVED

(List the organizations and facilities of the Participants.)

SECTION XI

EQUIPMENT AND MATERIAL TRANSFERS

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Return Date	Estimated Replacement Value*

* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan. Should a loss occur, the actual replacement value will be determined by the providing Participant in consultation with the receiving Participant.

(NOTES:

1. *In the event that the cooperative efforts under the PA requires the provision of Equipment and Material to either Participant, a list of such Equipment and Material must be developed in general accordance with the proceeding table. (Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the PM in the format above.)*
2. *If jointly acquired Equipment and Material is an aspect of the cooperative effort under the PA, terms and conditions for the disposal of such jointly acquired Equipment and Material must be included in the PA.)*

SECTION XII

SPECIAL PROVISIONS

(Identify any procedures, specifications, or other necessary attributes of the project not delineated in other Sections).

Articles and services provided under this PA will be in accordance with the Participants' respective national laws and regulations, including their respective export control laws and regulations, as well as with Section XII (Security) and Section XIII (Third Party Sales and Transfers) of the MOU.

SECTION XIII

ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ Tactical Missiles PA, a project under the MOU between the Department of Defense of the United States of America and the Australian Department of Defence concerning Collaboration on Tactical Missile Design, Development, Test and Evaluation, will come into effect on the date of last signature by the Participants, and will remain in effect for _____ years unless terminated by either Participant. It may be extended by the written mutual determination of the Participants.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA:

Signature

Name

Title

Date

Location

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA:

Signature

Name

Title

Date

Location

ANNEX B

COOPERATIVE PROJECT PERSONNEL (CPP)

ASSIGNMENT OF TACTICAL MISSILE COOPERATIVE PROJECT PERSONNEL

1.0 Purpose and Scope.

- 1.1 This Annex to the TM MOU establishes the provisions that will govern the conduct of the U.S. DoD or ADOD Cooperative Project Personnel (CPP). During the term of the MOU, each Participant will be permitted to assign military members or civilian employees to a Joint Project Office (JPO) or other office or facility established under a PA. CPP will be able to perform all responsibilities for the positions assigned to them under a PA. Commencement of assignments will be subject to any requirements that may be imposed by the other Participant(s) or its Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Participants will determine the length of tour for the positions at the time of initial assignment.
- 1.2 CPP will be assigned to a JPO or other office or facility for project work (including work at Participant Contractor facilities) and will report to their designated supervisor within those organizations regarding that work. The PM will be responsible for the creation of a document describing the duties of each CPP position (Annex B-1), and submit to the SC for approval. CPP will not act in any other capacity on behalf of their Parent Participant or parent organization (such as liaison officers).
- 1.3 CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's government.

2.0 Security.

- 2.1 The Participants will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of the PA and the corresponding provisions of this Annex and the MOU, and will be kept to the minimum required to accomplish the work assignments.

- 2.2 The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. The Participants will cause security assurances to be filed, through their respective embassies, specifying the security clearances for the CPP being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established procedures.
- 2.3 The Participants will use their best efforts to ensure that personnel from all Participants that are assigned to a JPO or other office or facility are made aware of, and comply with, applicable laws and regulations, as well as the requirements of Section IX (Disclosure and Use of Project Information), Section X (Controlled Unclassified Information), and Section XII (Security) of the MOU, and the corresponding provisions of this Annex, and the PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Participant's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.
- 2.4 CPP will at all times be required to comply with the security and export laws, regulations, and procedures of the Host Participant, as briefed in accordance with paragraph 3.2 of this Annex. Any violation of security or export procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing willful violations of security or export laws, regulations, or procedures during their assignments will be withdrawn from the project with a view toward appropriate administrative or disciplinary action by the Parent Participant.
- 2.5 All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all of the provisions and safeguards provided for in a PA, this Annex, the MOU, the PSI and CG.
- 2.6 CPP will not have personal custody of Classified Information or Controlled Unclassified Information, unless approved by the JPO or Host Participant and as authorized by the Parent Participant. They will be granted access to such information in accordance with the provisions of the PSI during normal duty hours when access is necessary to perform project work. They may not have unsupervised access to classified libraries or operating centers, or to document catalogues, unless the information therein is releasable to the public.
- 2.7 CPP will not serve as a conduit between the Host Participant and the Parent Participant for requests for and/or transmissions of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0 Administrative Matters.

3.1 Consistent with Host Participant's laws and regulations, and subject to applicable multilateral and bilateral treaties, agreements and arrangements, CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the Host Participant's laws and regulations, and applicable multilateral and bilateral treaties, agreements and arrangements, CPP and their authorized dependents will be accorded:

3.1.1 Exemption from any Host Participant tax upon income received from their parent organization or government.

3.1.2 Exemption from any Host Participant customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2 Upon or shortly after arrival, CPP will be informed by the Host Participant duty station about applicable laws, orders, regulations, and customs and the need to comply with them. CPP will also be provided briefings arranged by Host Participant duty station regarding applicable entitlements, privileges, and obligations such as:

3.2.1 Any medical or dental care that may be provided to CPP and their dependents at the Host Participant's medical facilities, subject to applicable laws and regulations, including reimbursement when required by such laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.2 Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to applicable laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.3 Responsibility of CPP and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP and their dependents, the recourse will be against such insurance.

3.3 The PM will establish standard operating procedures for CPP in the following areas:

3.3.1 Working hours, including holiday schedules.

- 3.3.2 Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of the Participants.
- 3.3.3 Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of the Participants.
- 3.3.4 Performance evaluations, recognizing that such evaluations must be rendered in accordance with the providing Participant's military or civilian personnel regulations and practices.
- 3.4 CPP committing an offense under the laws of the government of either the Parent or Host Participant may be withdrawn from the project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP from the Parent Participant, nor will CPP from the Parent Participant exercise disciplinary authority over Host Participant personnel. In accordance with the Host Participant's laws, regulations, and procedures, the Host participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

ANNEX B-1.

COOPERATIVE PROJECT POSITION DESCRIPTION

1. Position:

a. Title: Cooperative Project Personnel

2. Position Location:

3. Qualifications/Skills Required for Position: *(Insert appropriate data, e.g. Accredited degree in a scientific or aviation related subject, Aviation staff and/or operational experience in rotary-wing aircraft. Military specialty similar to U.S. Aviation Product Manager and/or acquisition engineering experience. Previous experience in tactical helicopter operations.)* The CPP will perform the following tasks and responsibilities as mutually determined by the Program Manager (PM) and the Deputy Program Manager (DPM).

4. General Categories of Information to which access will be required: *Insert appropriate categories, e.g. Provided oral and visual access to information required to perform the duties outlined in this position description.*

5. Description of Specific Duties:

a. The CPP Officer will be primarily responsible for *(Insert responsibilities, e.g. coordinating the administration and oversight of the TM MOU)*. CPP will require information access to *(Insert specific information access requirements, e.g. research, development and engineering programs involving the MLRS)*.

b. Identify specific duties.

c. The CPP requires access to computer word processing systems for preparing reports.

d. Identify anticipated travel requirements and locations.

e. The CPP will attend technical meetings and symposiums as required in performance of assigned duties.

f. Identify reporting requirements *(e.g., Provide a monthly summary of the US/AS MLRS programs that are undertaken as separate PA's under the MOU)* and any detail requirement *(e.g., This report is to cover upgrade plans and program execution, associated technology programs in the U.S. DoD, ADOD and industry, and in-service support and engineering issues. It should also include forecasts of forthcoming trials, tests and program reviews.)*

i. Attend AS and U.S. Project Reviews and provide a summary report of PA activities at that venue as required.

j. In support of the PA advise the PM on respective national procurement and fielding policy, support and logistics doctrine and organization.

k. Provide administrative support and coordination for Steering Committee and other project meetings. In particular to:

(1) Request inputs from PA Working Groups at least 2 weeks prior to each meeting.

(2) Provide written briefs to PM and DPM at least 1 week prior to each meeting.

(3) Provide draft minutes for each meeting within 10 days.

(4) Provide written briefs on PA activity to PM and DPM every 6 weeks.

(5) Coordinate with key players in all PAs so as to ensure timely progress.

(6) Act as focus for routing requests for information from both sides regarding PAs.

(7) Attend PA meetings and provide administrative support where necessary.

(8) Brief progress on PAs to PM and DPM as directed above.

ANNEX C

MODEL EQUIPMENT AND MATERIAL TRANSFER (E&MT) FORM

E&MT NUMBER (EMT-XXXX*)

UNDER THE U.S. DoD - ADOD
TACTICAL MISSILES
DESIGN, DEVELOPMENT, TEST AND EVALUATION
MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

(Insert titles of the Organizations participating in the transfer.)

*The U.S. DoD will assign the EMT number.